

JUDICIARY

STATE OF MARYLAND

ADMINISTRATIVE OFFICE OF THE COURTS

**MARYLAND JUDICIAL CENTER
580 TAYLOR AVENUE, 4th FLOOR
ANNAPOLIS, MARYLAND 21401**

**MULTI-STEP REQUEST FOR BID
K10-0103-84F**

**HIGH DENSITY FILING SYSTEM FOR
NEW DISTRICT COURTHOUSE IN CHARLES COUNTY**

ISSUE DATE: March 11, 2010

DUE DATE: March 31, 2010

WARNING: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the solicitation or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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**SECTION I
GENERAL INFORMATION**

A. No Obligation

This inquiry implies no obligation on the part of the State of Maryland or the Maryland Judiciary.

B. Respondent's Agent

This Proposal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officer(s). To be signed by any other official, a Power of Attorney must be attached to the bid.

Your signature on the signature page of this bid form hereby provides the State of Maryland - Maryland Judiciary your acknowledgment and acceptance of these "Conditions" and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that by submitting a bid in response to this solicitation, a bidder shall be deemed to have accepted all terms, conditions and requirements set forth in these specifications, terms and general conditions, unless otherwise clearly noted and explained in its bid.

C. Procurement Office Mailing Address

Proposals shall be addressed to:
ATTN: Kelly Moore
Maryland Judicial Center
Administrative Office of the Courts
Procurement and Contract Administration
580 Taylor Avenue, 4th Floor
Annapolis, Maryland 21401

D. Questions/Inquiries

All questions shall be submitted in writing to Kelly Moore at kelly.moore@mdcourts.gov, telephone (410) 260-1583 or Kevin Jones at kevin.jones@mdcourts.gov, telephone (410) 260-1411. Questions will also be accepted by FAX at (410) 260-1749.

E. Closing Date

Bids shall be delivered to the aforementioned office on or before March 31, 2010, no later than 12:00 P.M., in order to be considered. Offerors who mail bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Bids or unsolicited offers arriving after the closing time and date will not be considered. Bids shall be marked RFB No. K10-0103-84F; HIGH DENSITY FILING SYSTEM FOR NEW DISTRICT COURTHOUSE IN

CHARLES COUNTY on the outside of the envelope.

F. Pre-Bid Conference

Will be held on March 19, 2010 at 11:00AM, and will initially take place at the County Office Building in the HR conference room Room B-121. From there, we will go to the new Charles County District Court Building located in LaPlata Maryland. Hard hats are required.

G. Bid Opening

The Procurement Office shall hold all bids and modifications in a secure place until the due date, after which time the proposals and modifications, if any, will be opened in the presence of at least two State employees and a bid tabulation of bids will be prepared.

H. Duration of Bid Offer

Bids shall be valid and irrevocable for one hundred and eighty (180) days following the closing date for this SOLICITATION. This period may be extended by written agreement between an Offeror and the AOC Procurement Officer.

I. Addenda to the Solicitation

If the AOC Procurement Officer finds it necessary to revise any part of this Solicitation, an addendum will be provided to all contractors known to have received the Solicitation. Acknowledgment of the receipt of all amendments, addenda, and changes if issued shall be returned to the Procurement Officer, in writing, with the proposal.

J. Cancellation of Solicitation

The AOC Procurement Officer may cancel this Solicitation, in whole or in part, at any time.

K. Incurred Expenses

Neither the State or the AOC or any of their officers or employees shall be responsible for any cost incurred by any Offeror in preparing and/or submitting a proposal.

L. Economy of Preparation

Bids should be prepared simply and economically, providing a concise and straightforward description of the Contractor's offer to meet the requirements set forth in the Solicitation.

M. Public Information Act Notice

An offeror should identify those portions of its bid that it considers confidential, proprietary Commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records

Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed.

N. Subcontractors

The AOC will enter into an agreement with the selected offering Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this Solicitation. Subcontractors, if any, shall be identified and a complete description of their role relative to this proposal shall be included at the time of the proposal opening.

O. Type of Contract

The contract resulting from this Solicitation will be a fixed-price contract.

P. General Contractual Conditions

Any contract resulting from this RFB will contain the general provisions included in Appendix 1. Additionally, this RFB, including the Scope of Work, and the successful Offeror's bid will be incorporated by reference and made a part of the contract.

Q. Bid/Proposal Affidavit

Each bid shall include a completed Bid/Proposal Affidavit. A copy of the affidavit is included in Appendix 2 of this RFB.

R. Conflict of Interest Affidavit and Disclosure

All prospective vendors that submit a response to this solicitation shall complete Appendix 3 to this solicitation, titled Conflict of Interest Affidavit and Disclosure. In this solicitation the term "Conflict of interest" means that, because of other activities or relationships with other persons:

- (i) A person is unable or potentially unable to render impartial assistance or advice to the State;
- (ii) The person's objectivity in performing the contract work is or might be otherwise impaired;
- or (iii) A person has an unfair competitive advantage.

Offerors should be aware that if the procurement officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject a bid or offer and that after award, the State may terminate the contract, in whole or in part, if it considers termination necessary to avoid an actual or potential conflict of interest. If the contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest before or after award and did not disclose it or misrepresented relevant information to the procurement officer, the State may terminate the contract for default, institute proceedings to debar the contractor from further State contracts, or pursue other remedies as may be permitted by law or the contract. If the conflict of interest involves an employee of the judiciary, disciplinary action may be taken against the employee.

S. Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this Solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included in Appendix 4 for information purposes only. The Contract Affidavit is not required to be submitted with this proposal. The terms set forth in the Contract Affidavit are mandatory and not subject to negotiation.

T. Multi-Step Competitive Sealed Bid Procurement Method

Please be advised that this is a multi-step competitive sealed bid. Respondents shall submit five (5) copies of their technical response and one copy of their price Bid, including attachments on or before the date and time specified on the title page. Any and all bids received after that date and time shall be considered late and rejected on that basis. The procurement officer shall initially review each submission for responsiveness. Bids of offerors determined to be not responsive or offerors determined to be not responsible shall be rejected on that basis. All technical Bids, which the procurement officer determines are responsive and responsible, shall be evaluated in accordance with the evaluation criteria specifically set forth in this solicitation. Technical Bids shall be evaluated and determined by an evaluation committee to be “acceptable” or “unacceptable”.

All offerors whose technical Bids have been determined by the committee as “acceptable”, receiving a total score of 750 points or more shall compete on the basis of price. Award shall be made on the basis of the lowest favorable bid price. All unsuccessful participants of step one of the process shall be timely notified, with a return of their price Bid unopened, and given an opportunity to be debriefed.

The contract shall be performed in accordance with this solicitation and the Maryland Judiciary’s Mandatory Terms and Conditions

The Maryland Judiciary reserves the right to make the award by item, or groups of items, or total bid if it is in the best interest of the Maryland Judiciary to do so unless the bidder specifies in its bid that a partial or progressive award is not acceptable.

U. Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified minority business enterprises participate on Judiciary’s supply, maintenance, general miscellaneous and service procurements.

An MBE subcontract participation goal of Zero (0%) of the total current amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises. If this solicitation carries an MBE subcontractor participation goal (see above paragraph), respondents are required to submit as part of the bid proposal package the following

forms:

MJ-EE0-03 – Schedule for participation of Minority Business Enterprise

MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement

Failure to submit the required forms may result in your bid proposal being deemed non-responsive.

SECTION II SPECIFICATIONS

A. General

High density filing system; mobile storage shelving/filing units--mechanically assisted. Bidder is to recommend and propose a layout that maximizes the available floor space in the new building (currently under construction utilizing the enhanced structural steel as currently designed and partially constructed). Proposed design must maintain some space in an appropriate area of the room for one table and three chairs (approximately 3'x6' table and three task chairs) as a work area for file preparation/examination. Additionally, design and layout must utilize proposed reflected ceiling plan and lighting elements to maximize available lighting and must comply with all life/safety codes and ensure minimum spacing for fire suppression is maintained. Bids must include layout, delivery on site, assembly and installation in a construction environment. Work to be closely scheduled in advance as building will be ready for occupancy around May 15, 2010 and system must be in place prior to occupancy. Vendor will be required to work around general contractor and other sub contractors on site. Location is La Plata, Maryland. Proposal must include two year maintenance agreement and system must comply with all attached specifications.

B. Contractors Responsibilities

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Final Drawings for the mobile storage shelving units shall be provided by the successful bidder, and must be subject to review and approval by the District Court of Maryland (DCM).

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Mechanically assisted, carriage mounted high-density mobile storage units, support rails, fabrication, and installation including leveling of support rails.
- B. Related Work, Not Furnished:
 - 1. Structural floor system capable of supporting live and dead loads required by prevailing building codes, including rolling loads of storage units to be installed.
 - 2. Finish floor covering materials and installation on raised floors and ramps.

- C. Related Sections:
 - 1. Sections in Division 9 – Finishes, relating to finish floor and base materials.

1.3 REFERENCES

- A. American Library Association (when applicable)
 - 1. Cantilever Bracket Type Metal Library Bookstacks; Library Technology Reports.
- B. American National Standards Institute (ANSI) Standards:
 - 1. Applicable standards for fasteners used for assembly.
- C. American Society for Testing and Materials (ASTM) Standards:
 - 1. Applicable standards for steel materials used for fabrication.
- D. American Institute Of Steel Construction (AISC) Standards:
 - 1. Applicable standards for steel materials used for fabrication.

1.4 SYSTEM DESCRIPTION

- A. General: The system consists of manufactured storage units mounted on manufacturer's track-guided carriages to form a compact storage system. System design permits access to any single aisle by manually moving units until the desired aisle is opened. The carriage/rail system provides uniform carriage movement along the total length of travel, even with unbalanced loads.
- B. Carriage System Design and Features: The carriage system consists of a formed structural steel frame with machined and balanced wheels riding on steel rails surface mounted to the floor. Rails shall be types selected by the manufacturer to ensure smooth operation and self-centering of mobile storage units during travel without end play or binding. Rail types, quantities and spacing shall be selected by the manufacturer to suit installation conditions and requirements. All bearings used in the drive mechanism shall be permanently shielded and lubricated.
- C. Movement Controls: Triple arm operating wheels with rotating hand knobs shall be provided on the accessible (drive) ends of shelf units, centered on the end panel, located 40 inches (1051MM) from the base of each unit to permit units to be moved to create a single aisle opening. Turning the handle transmits power through chain drive to drive wheels on each carriage.

- D. Drive System: The system shall be designed with a positive type mechanically-assisted synchronized drive which minimizes end play, ensures there is no play in the drive handle, and that carriages will stop without drifting.
 - 1. System shall include a chain sprocket drive system for each movable carriage to ensure that carriages move uniformly along the total length of travel, even with unbalanced loads. All system components shall be selected to ensure a smooth, even movement along the entire carriage length. Drive system gearing shall be designed to permit 1 lb. of force applied to the drive handle to move a minimum of 4,000 lbs. of load.
 - 2. A tensioning device shall be provided on each chain drive with provision for adjusting tension without removing end panels.
 - 3. All bearings used in the drive mechanism shall be permanently shielded and lubricated.
- E. Safety Features:
 - 1. Color-coded visual indicators shall provide verification that carriages are in a locked or unlocked mode.
 - 2. A single safety lock button, mounted on each operating wheel hub, will permit moving a carriage in either direction to create a new access aisle when pulled out (unlocked), or locking the carriage when pushed in.
 - 3. Safety sweep system is required; see “Accessories” under Part 2.
- F. Finishes:
 - 1. Fabricated Metal Components And Assemblies: Manufacturer’s standard powder coat paint finish.
 - 2. End Panels, Accessible Ends: Plastic laminate, manufacturer’s standard textures and patterns.

1.5 PERFORMANCE REQUIREMENTS

- A. Design Requirements:
 - 1. Limit overall height to 84 ½ inches. (Actual height shall allow for a minimum of 18” clearance from the sprinkler heads.)
 - 2. Limit overall length to 21’ 1”.

3. Aisles between carriages designed such that maximization of lighting is achieved.
- B. Ease of Movement: Provide mechanically assisted units capable of being moved by exerting a maximum horizontal force of 5 pounds on the operating wheel.

1.6 SUBMITTALS

- A. Product Data: Submit manufacturer's product literature and installation instructions for each type of shelving, track and installation accessory required. Include data substantiating that products to be furnished comply with requirements of the contract documents.
- B. Shop Drawings: Show fabrication, assembly, and installation details including descriptions of procedures and diagrams. Show complete extent of installation layout including clearances, spacings, and relation to adjacent construction in plan, elevation, and sections. Indicate clear exit and access aisle widths; access to concealed components; assemblies, connections, attachments, reinforcement, and anchorage; and deck details, edge conditions, and extent of finish flooring within area where units are to be installed.
1. Show installation details at non-standard conditions. Furnish floor layouts, technical and installation manuals for every unit shipment with necessary dimensions for rail layout and system configuration at the project site. Include installed weight, load criteria, furnished specialties, and accessories.
 2. Provide layout, dimensions, and identification of each unit corresponding to sequence of installation and erection procedures. Specifically include the following:
 - a. Location, position and configuration of tracks on all floors.
 - b. Plan layouts of positions of carriages, including all required clearances.
 - c. Details of shelving, indicating method and configuration of installation in carriages.
 3. Provide location and details of anchorage devices to be embedded in or fastened to other construction.
 4. Provide installation schedule and complete erection procedures to ensure proper installation.
- C. Samples: Provide minimum 3 inch (76MM) square example of each color and

texture on actual substrate for each component to remain exposed after installation.

- D. Selection Samples: For initial selection of colors and textures, submit manufacturer's color charts consisting of actual product pieces, showing full range of colors and textures available.
- E. Warranty:
 - 1. Five (5) year warranty to cover mobile storage system parts and materials against defects.
 - 2. Two (2) year warranty to cover workmanship.
- F. Maintenance Data: Provide in form suitable for inclusion in maintenance manuals for mobile storage units. Data shall include operating and maintenance instructions, parts inventory listing, purchase source listing, emergency instructions, and related information.
 - 1. Submit manufacturer's instructions for proper maintenance materials and procedures.
 - 2. Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use conditions. Include precautions against using materials and methods which may be detrimental to finishes and performance.
- G. Reference List: Provide a list of recently installed mobile storage units to be visited by owner. Intent of list is to aid in verifying the suitability of manufacturer's products and comparison with materials and product specified in this section.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Engage an experienced manufacturer who is ISO 9001 certified for the design, production, installation and service of carriage mounted high-density mobile storage units and support rails. Furnish certificate attesting manufacturer's ISO 9001 quality system registration.
- B. Installer Qualifications: Engage an experienced installer who is a manufacturer's authorized representative for the specified products for installing carriages and anchoring shelving units to carriages.
 - 1. Minimum Qualifications: 2-year experience installing systems of comparable size and complexity to specified project requirements.
 - 2. Guaranteed 24-hour service response time.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Follow manufacturer's instructions and recommendations for delivery, storage and handling requirements.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions before fabrication. Indicate verified measurements on Shop Drawings. Coordinate fabrication and delivery to ensure no delay in progress of the Work.
- B. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating mobile storage units. Coordinate construction to ensure actual dimensions correspond to established dimensions.

1.10 SEQUENCING AND SCHEDULING

- A. Sequencing: Coordinate storage shelving system installation with other work to minimize possibility of damage and soiling during remainder of construction period.
- B. Scheduling: Plan installation to commence after finishing operations, including painting have been completed.
- C. Built-In Items: Provide components which must be built in at a time which causes no delays general progress of the Work.
- D. Pre-installation Conference: Schedule and conduct conference on project site to review methods and procedures for installing mobile storage units including, but not limited to, the following:
 - 1. Review project conditions and levelness of flooring and other preparatory work performed under other contracts.
 - 2. Review and verify structural loading limitations.
 - 3. Recommended attendees include:
 - a. Owner's Representative.
 - b. Prime Contractor or representative.
 - c. The Architect.

- d. Manufacturer's representative.
- e. Subcontractors or installers whose work may affect, or be affected by, the work of this section.

1.11 Warranty

- A. Provide a written warranty, executed by Contractor, Installer, and Manufacturer, agreeing to repair or replace units which fail in materials or workmanship within the established warranty period. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have under General Conditions provisions of the Contract Documents.
- B. Warrant the entire movable compact shelving installation against defects in materials and workmanship for a period of five years from date of acceptance by the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General: Products are based upon mobile shelving system products manufactured various manufacturers meeting specification requirements.

2.2 BASIC MATERIALS

- A. General: Provide materials made in the U.S.A. and of a quality of workmanship that meet or exceed established industry standards for products specified. Material thicknesses/gauges are manufacturer's option unless indicated otherwise.
- B. Plastic Laminates: NEMA LD-3, GP-28, Vertical Grade.

2.3 GROUT

- A. General: Provide non-shrink, non-staining hydraulic cement compound conforming to the following requirements, based on the performance of the test specimens at room temperature and in laboratory air.
 - 1. Linear Movement: No shrinkage while setting; maximum expansion limited to .002 inches per linear inch.
 - 2. Compressive Strength: Based on two inch cubes made following ASTM standards, tested on a Balding-Southward machine of 60,000 pounds capacity, meet or exceed the following:
 - a. Age: 1 hour ---- 4,500 psi

7 days ---- 8,000 psi

2.4 MANUFACTURED COMPONENTS

A. Rails:

1. Material: ASTM/AISI Type 1035 or 1045 steel, manufacturer's selection.
2. Capacity: 1,000 pounds per lineal foot (1385kg/M) of carriage.
3. Minimum Contact Surface: 5/8 inch (16MM) wide.
4. Provide rail sections in minimum 6 foot (1.83M) lengths.
5. Rail configuration shall permit attachment to top of structural floor system with provision for leveling rails to compensate for variations in floor surface level.
6. Provide rail connections designed to provide horizontal and vertical continuity between rail sections, to gradually transfer the concentrated wheel point load to and from adjoining rail sections. Butt joints are not permitted.
7. Provide two opposing in-rail anti-tip assemblies per wheel channel that intermember with the rail system's anti-tip grooves and are fully adjustable to ensure proper alignment.
8. Rail guidance and anti-tip hook gaps shall be 1-1/16" to provide clearance for guide rollers and anti-tip hooks without binding or dragging.

B. Floor / Ramp:

1. Floor/Ramp Sheathing: Minimum 3/4 inch (19MM), 5-ply underlayment grade plywood. Particle board sheathing materials are not permitted.
2. Provide fire retardant treated floor/ramp materials when required by code.
3. Finished flooring materials shall be provided by others.

C: Carriages:

1. Provide manufacturer's design movable carriages fabricated of welded or bolted steel construction. Galvanized structural components and/or riveted carriages are unacceptable.
2. Provide fixed carriages of same construction and height as the movable

carriages, anchored to rails. Setting fixed shelving directly on floors is not permitted.

3. When required, provide bolted carriage splices designed to maintain proper unit alignment and weight load distribution.
4. Design carriages to allow the shelving uprights to recess and interlock into the carriages a minimum of 3/4 inch (19MM). Top mount carriages are unacceptable.
4. Provide each carriage with two wheels per rail.

D. Drive / Guide System:

1. Design: Provide a synchronized drive system which prevents carriage whipping, binding and excessive wheel/rail wear under normal operation.
 - a. A minimum of one wheel assembly driving both sides of carriage at center location required. Drive shaft shall exhibit no play or looseness over the entire length of that assembly.
2. Shafts: Solid steel rod or tube.
3. Shaft Connections: Secured couplings.
4. Bearing Surfaces: Provide rotating load bearing members with ball or roller bearings. Provide shafts with pillow block or flanged self-aligning type bearings.

E. Wheels:

1. Capacity: Minimum load capacity per wheel: 3200 lbs (1455kg).
2. Size: Minimum 5 inches (127MM), outside diameter drive wheels.
3. Guides: Determined by manufacturer; minimum 2 locations.

F. Face Panels:

1. Materials: Plastic laminate clad particle board with plastic edging on vertical edges.
2. Finishes: Selected from manufacturer's standard available colors and patterns.

E. Accessories:

1. Anti-Tip Devices: Provide manufacturer's standard fixtures.
2. (Optional) Waist High Carriage Locks: Provide manufacturer's standard.
3. Mechanical Sweep and Safety Stop (Non-Powered).
4. Provide 6" drawers to accommodate storage of CD-ROMs. Drawers should occupy approximately 15% of the overall capacity of the system.
5. Provide "Store Front" storage at the end of each aisle in place of a standard face panel. A laminate panel should surround the drive handle with the area above and below the drive handle occupied by shelving.
6. Provide two file dividers per level of shelving.

FABRICATION

- A. General: Coordinate fabrication and delivery to ensure no delay in progress of the Work.
- B. Wheels: Provide precision machined and balanced units with permanently shielded and lubricated bearings.
- C. Carriages: Fabricate to ensure no more than 1/4 inch (6MM) maximum deviation from a true straight line. Splice and weld to ensure no permanent set or slippage in any spliced or welded joint when exposed to forces encountered in normal operating circumstances.
- D. Shelving, Supports and Accessories: See individual descriptions in "Shelving" paragraphs.

2.6 FINISHES

- A. Colors: Selected from manufacturer's standard available colors.
- B. Paint Finish: Provide factory applied electrostatic powder coat paint. Meet or exceed specifications of the American Library Association. Baked enamel finish is not acceptable.
- C. Laminate Finish: Provide factory applied laminate panels at locations indicated on approved shop drawings.
- D. Edgings: Provide preformed edging, color-matched to unit colors selected.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine floor surfaces with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of mobile storage units.
- B. Verify that building structural system is adequate for installing mobile storage units at locations indicated on approved shop drawings.
 - 1. For installations on existing floors, ensure that rail spacings indicated on shop drawings are in proper locations so existing load-bearing structural members are not over stressed.
- C. Verify that intended installation locations of mobile storage units will not interfere once units are installed.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to proper performance of mobile storage units, once installed.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Rails:
 - 1. Lay out rails using full length units to the maximum extent possible. Use cut lengths only at ends to attain total length required. Locate and position properly, following dimensions indicated on approved shop drawings. Verify thickness of finished floor materials to be installed (by others) and install level 1/16 inch (0.6MM) above finished floor surfaces.
 - 2. Verify level, allowing for a minimum 1/4 inch (6MM) of grout under high points. Position and support rails so that no movement occurs during routing.
 - 3. Set rails in full grout bed, completely filling any voids entire length of all rails including rail connectors. Trim up sides flush with rails to ensure proper load transfer from rail to supporting floor. Using shims in lieu of full grouting is not permitted.
 - 4. Installation Tolerances: Do not exceed levelness of installed rails listed below:
 - a. Maximum Variation From True Level Within Any Module: 3/32

inch (2.4MM).

- b. Maximum Variation Between Adjacent (Parallel) Rails: 1/16 inch (1.6MM), perpendicular to rail direction.
- c. Maximum Variation In Height: 1/32 inch (.8MM), measured along any 10 foot (3.05M) rail length.

anchor 5. Verify rail position and level; anchor to structural floor system with type and spacings indicated on approved shop drawings.

B. Floors/Ramps:

- ranges if mobile
- 1. General: Finished elevation shall be 1/16 inch (1.6MM) below top of rails.
 - 2. Place floors and ramps to the extent indicated on approved shop drawings. Extend ramps under all movable ranges. [Extend under stationary dual control access is required.] Provide ramp at both ends of system. Do not extend ramps beyond the ends of carriages.
 - 3. Construct floors and ramps to prevent warping or deformation of floor panels in a normal operating environment. Support panels on levelers at maximum 16 inches on center.
 - 4. Ramp Slope: Do not exceed the following:
 - a. ADA Accessible Ramps: Maximum 1:12 slope (4.76 degrees).
 - b. Other Ramps: Maximum 9 degree slope (1.9:12).
 - c. Vertical Transition, Ramp edge to floor: Maximum 1/8 inch (3MM).

C. Shelving Units Installation:

- multiple required.
- 1. General: Follow layout and details shown on approved shop drawings and manufacturer's printed installation instructions. Position units level, plumb; at proper location relative to adjoining units and related work.
 - 2. Carriages:
 - a. Place movable carriages on rails. Ensure that all wheels track properly and centering wheels are properly seated on centering rails. Fasten carriage units together to form single movable base where
 - b. Position fixed carriage units to align with movable units.

3. Shelving Units:
 - a. Permanently fasten shelving units to fixed and movable carriages with vibration-proof fasteners.
 - b. Stabilize shelving units following manufacturer's written instructions. Reinforce shelving units to withstand the stress of movement where required and specified.

3.3 FIELD QUALITY CONTROL

- A. Verify shelving unit alignment and plumb after installation. Correct if required following manufacturer's instructions.
- B. Remove components which are chipped, scratched, or otherwise damaged and which do not match adjoining work. Replace with new matching units, installed as specified and in manner to eliminate evidence of replacement.

3.4 ADJUSTING

- A. Adjust components and accessories to provide smoothly operating, visually acceptable installation.

3.5 CLEANING

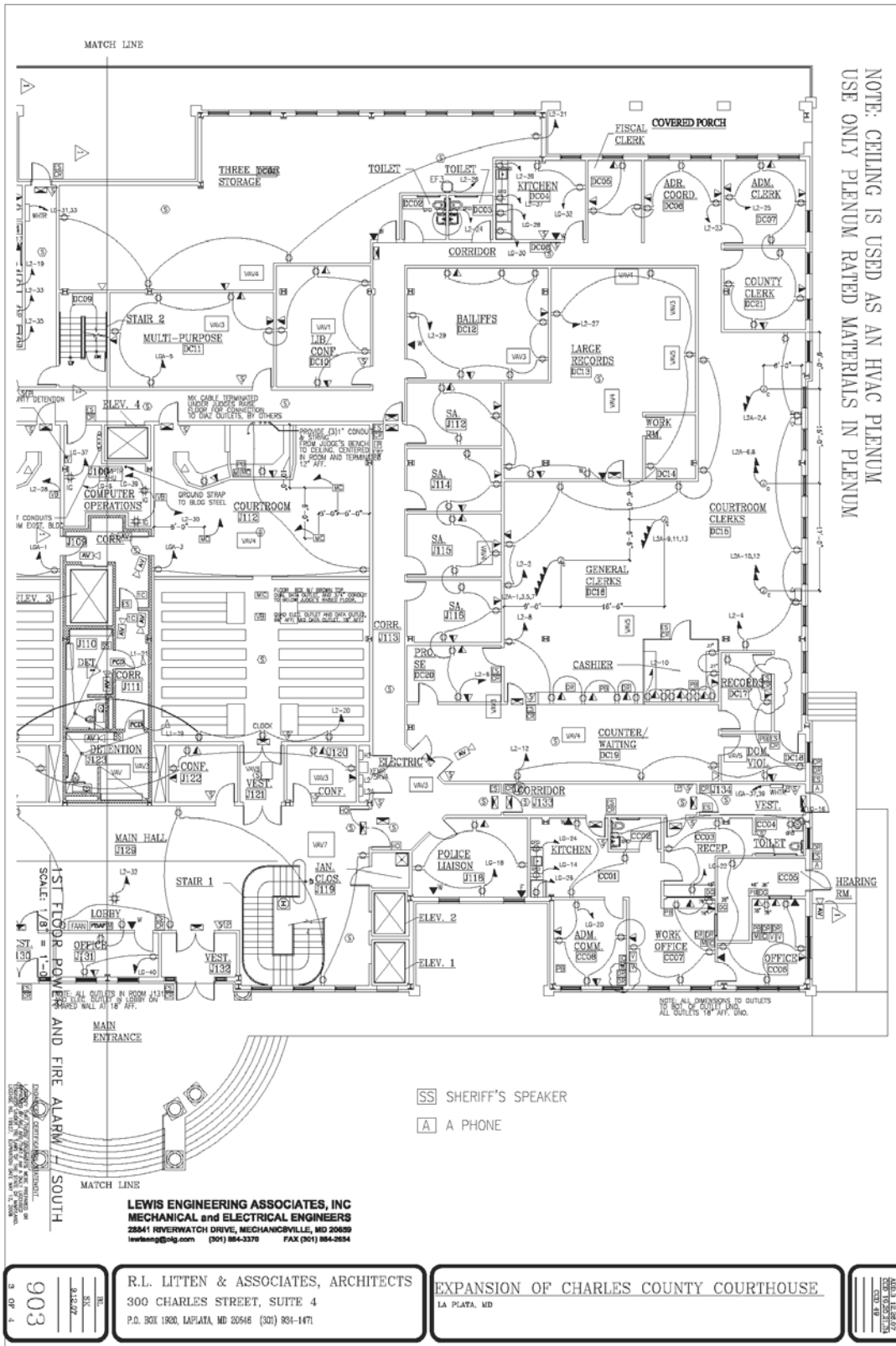
- A. Immediately upon completion of installation, clear components and surfaces. Remove surplus materials, rubbish and debris resulting from installation upon completion of work and leave areas of installation in neat, clean condition.

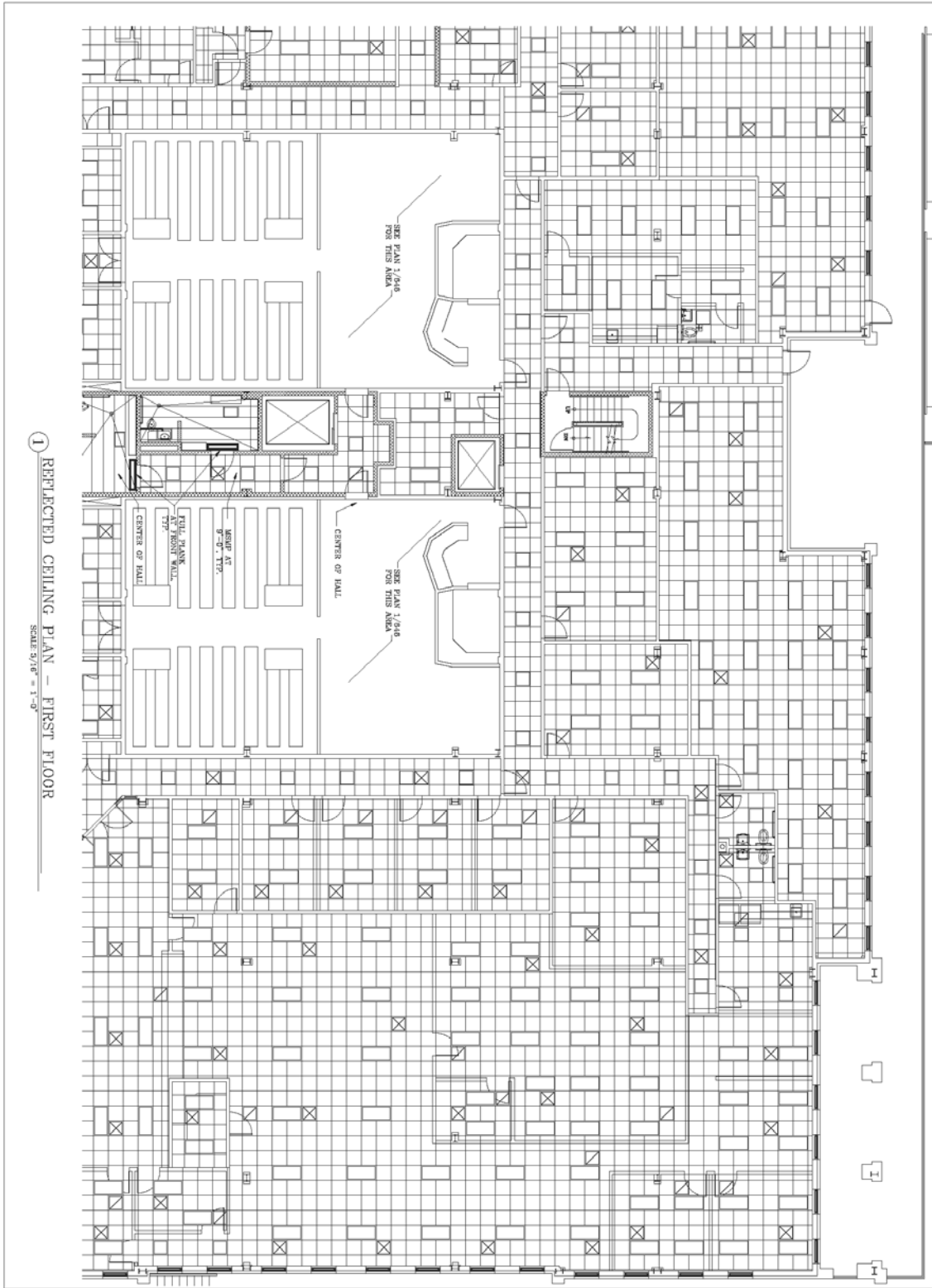
3.6 DEMONSTRATION/TRAINING

- A. Schedule and conduct demonstration of installed equipment and features with Owner's personnel.
- B. Schedule and conduct maintenance training with Owner's maintenance personnel. Training session should include lecture and demonstration of all maintenance and repair procedures that end user personnel would normally perform.

3.7 PROTECTION

- A. Protect system against damage during remainder of construction period. Advise Owner of additional protection needed to ensure that system will be without damage or deterioration at time of substantial completion.





① REFLECTED CEILING PLAN - FIRST FLOOR
 SCALE 3/16" = 1'-0"

641
 9-16-07
 05-28

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

EXPANSION OF CHARLES COUNTY COURTHOUSE
 LA PLATA, MARYLAND

REVISIONS BY DATE

C. Duration of Contract

Once awarded, the Contract shall remain in force until December 31, 2010 in the event additional components are required. All work must be completed by May 15, 2010.

D. Maryland Judiciary's Responsibilities

Provide approvals and guidance.

E. Estimated Quantities

AOC reserves the right to increase or decrease the number of units as required. Quantities are approximate and the unit rate bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

F. Payment

Subject to the delivery of the product and its acceptance by the AOC, successful respondent may invoice the AOC for all appropriate charges for the product supplied. All such charges shall be derived in accordance with the prices originally quoted on the bid work sheet, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the Contract terms and conditions, then AOC shall cause said invoice to be timely paid.

G. Indemnification of the Administrative Office of the Courts

The Contractor shall indemnify the AOC and the Judiciary against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

The AOC and Judiciary have no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

The AOC/Judiciary has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

The Contractor agrees to indemnify, protect and save harmless AOC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, arising

out of purchase or use of materials, supplies, equipment or services covered by this contract.

I. Insurance Requirements

The Contractor shall at all times during the term of the Contract maintain in full force and effect the policies of insurance required by this Section. The Contractor, if requested by AOC, shall provide certified true copies of any and all of the policies of insurance to AOC. By submitting an offer to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by this section.

Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

The Insurance Certificate mentioned hereinabove must be received by the AOC Office of Procurement within ten (10) days of the notice of intent to award the Contract. In the event the Insurance Certificate is not received within ten (10) days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, then the AOC Office of Procurement reserves the right to award the Contract to another respondent. Time is of the essence.

All insurance policies required by this section, or elsewhere in the Contract, shall be so endorsed as to provide that the insurance carrier will be responsible for giving immediate and positive notice to AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the successful respondent, at least sixty (60) days prior to any such cancellation or restriction. Said insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

Please note that the limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

A. WORKER'S COMPENSATION

The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

B. LIABILITY INSURANCE

Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

1. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
2. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

C. COMPREHENSIVE AUTOMOBILE LIABILITY

Limit of Liability - \$ 1,000,000 Bodily Injury
\$ 1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

D. SCOPE OF INSURANCE AND SPECIAL HAZARDS

The insurance required under sub-paragraphs (A), (B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

E. SUBCONTRACTOR'S INSURANCE

If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.

PRICE WORK SHEET
SOLICITATION NO. K10-0103-84F

Contractor shall provide complete price for High Density Filing System as specified:

\$ _____

Contractor shall provide delivery, shipping and handling charges:

\$ _____

Contractor shall provide all installation charges:

\$ _____

Total bid price: \$ _____

Respondent shall provide detailed price proposal on an extra work sheet detailing all components included in the proposed High Density Filing System. Line item pricing must be included.

I HEREBY AFFIRM THAT THE FOREGOING BID PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS SOLICITATION, INCLUDING, BUT NOT LIMITED TO, SALARIES, WAGES, MATERIALS, EQUIPMENT, SHIPPING, DELIVERY, BID PREPARATION, TRANSPORTATION, MILEAGE, OVERHEAD, TAXES AND PROFIT, AND I HAVE LEGAL AUTHORITY TO BIND THE BIDDER TO THE BID PRICES SET FORTH ABOVE.

Bid Compiled By: _____

Title: _____

Company: _____

AOC SOLICITATION NO. K10-0103-84F

SIGNATURE PAGE

DATE BID SUBMITTED: _____

COMPANY OF RESPONDENT (Print or Type): _____

NAME/TITLE OF RESPONDENT (Print or Type): _____

ADDRESS OF RESPONDENT (Print or Type):

TELEPHONE _____ FACSIMILE _____

FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO. _____

SIGNATURE OF RESPONDENT _____

ACCEPTED FOR AOC: _____

**SECTION III
EVALUATION AND SELECTION PROCEDURES**

A. TECHNICAL PROPOSAL REQUIREMENTS

Respondents shall submit one original and five copies of their technical proposal. When submitting a technical proposal, the following information, at a minimum, must be provided for proper evaluation by the selection committee. **Respondents not providing the following information shall be considered non-responsive.**

1. Respondent shall demonstrate in their technical proposal that they possess the necessary experience to perform the work described herein. This shall be accomplished with the provision of the following groups of information:

A. Detailed background on the firm and their experience with design and layout of similar filing systems. Respondent shall specifically list similar projects. References must be provided.

B. Proposed layout and designs of the proposed filing system which includes drawing showing how it will fit into the proper room at the LaPlata Courthouse. Manufacturer's literature showing that proposed product meets all specifications.

C. Listing of all components of proposed High Density Filing System.

D. Timetable that demonstrates Contractor can complete on time.

2. Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Clause B. Your Technical Proposal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response.

B. EVALUATION CRITERIA

The evaluation criteria below are intended to be basis by which each proposal shall be evaluated, measured and ranked. The Maryland Judiciary hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria and to each other. The recommendation of the selection committee shall be based on the evaluations using the following criteria:

Technical Criteria

A. Previous experience of the respondent with design, layout and installation of similar furniture.

B. Proposed layout and design. Proposed product(s).

C. Ability to complete project on time.

Maryland Judiciary may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFB, which it believes will best serve its business and operational requirements, considering the evaluation criteria set.

C. EVALUATION PROCEDURE

1. Evaluation Committee: An evaluation committee shall be approved by the Maryland Judiciary's Director of Procurement and Contract Administration. The procurement officer shall initially review each submission for responsiveness. Bids of offerors determined to be not responsive or offerors determined to be not responsible shall be rejected on that basis. All technical proposals, which the Procurement Officer determines are responsive and responsible, shall be evaluated in accordance with the evaluation criteria specifically set forth in this solicitation. Technical proposals shall be evaluated and determined by an evaluation committee to be "acceptable" or "unacceptable". All offerors whose technical proposals have been determined by the committee as "acceptable", receiving a total of 750 points or more, shall compete on the basis of price in Step Two of this process. Bids shall be opened at this time. Award shall be made on the basis of the lowest favorable bid price.

2. Negotiations: Maryland Judiciary reserves the right to enter into negotiations with the respondents regarding questions about the technical proposals and resolve differences.

3. Discretion in Determining Deviations and Compliance: The Maryland Judiciary reserves the right to determine which respondents have met the minimum basic requirements of this RFB. The Maryland Judiciary shall have the sole right to determine whether any deviation from the requirements of this RFB is substantial in nature, and the Maryland Judiciary may reject non-conforming proposals. In addition, the Maryland Judiciary may reject in whole or in part any and all proposals, waive minor irregularities, and negotiate with all responsible respondents in any matter deemed necessary to serve the best interests of the State.

APPENDICES

Appendix 1

Mandatory Terms and Conditions for Contracts Administrative Office of the Courts (AOC)

This Contract is made this _____ day of _____ 200____, by and between the State of Maryland, Administrative Office of the Courts (the “State” or “AOC”) and Name of contracting business (*The “Contractor”*).

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and the Contractor agree as follows:

1. Scope of Contract

- 1.1 The Contractor shall provide xxxxxxxxx as described in the attached agreement in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:
 - Exhibit A: Contract Affidavit
 - Exhibit B: Solicitation (Request for Bids/Proposals or Request for Quote)
 - Exhibit C: Contractor’s Proposal or Quote (includes technical and price proposal)
- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract.
- 1.4 Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. **Term of The Contract**

Once awarded, the Contract shall remain in force for a period not to exceed xxxxx from the date of execution. Upon expiration of the Contract, or upon its earlier termination as provided herein, the AOC reserves the right to rebid or to extend xxxxxxxxxxxx periods at its sole option.

AOC, in its sole discretion, may grant an adjustment in the total value of the Contract to allow for inflationary increases for the extension periods provided, however, that any requested increase does not xxxxxxxxxxxx or the consumer price index (U.S. Bureau of Labor Statistics - All Urban Consumers), whichever is lower.

3. **Consideration and Payment**

- 3.1 The Contractor shall be compensated for xxx. The total price for the goods /services to be provided by Contractor under the contract shall be **xx dollars (\$)**.
- 3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty days after the acceptance of the support services and receipt of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number. Charges for late payment of invoices are prohibited.
- 3.3 In addition to any other available remedies, if in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4. **Definitions** [*Only use this section or portions thereof, if applicable to purchase involved*].

For the purpose of this Agreement, the following definitions shall apply:

- 4.1 "Materials" means reports, programs, documentation, models, methods, techniques, presentations, drawings, studies, specifications, estimates, tests, software, designs, graphics, computations, and data provided by the Contractor.
- 4.2 "Products" means (i) a machine, its features, conversions, upgrades, elements or accessories, or any combination of them, provided by the Contractor, and (ii) any of the following provided by the Contractor: machine readable instructions, a collection of machine readable data, such as a database; and related license Materials, including documentation and listings, in any form.

- 4.3 “System” means the system as provided by this Agreement
- 4.4 “Type I Materials” means Material that is created under this Agreement.
- 4.5 “Type II Materials” means Material existing before this Agreement, or developed during, but independent of this Agreement, in which the Contractor or third parties have all right, title, and interest.

5. Ownership and Rights in Data

Section 5 applicable _____ or non-applicable _____ [*the language in this section applies to software, computer engineering and related situations. It would not be applicable in situations involving the purchase of furniture and related items for example*].

- 5.1 The Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the System produced or received as part of this Agreement. In addition, all hardware and Type I software necessary to the System’s performance in accordance with the terms of this Agreement are, and shall remain, the exclusive property of the AOC. Licenses for all Type II Materials (e.g., “off the shelf” software) shall be provided to the AOC with all rights to use the Type II Materials. The Contract shall provide to the AOC copies of all end user software licensing agreements for all Type II Materials, which licensing agreements shall be in accordance with the OEM’s standard software license, paid-up licenses through the maintenance period (no upgrades included thereafter), and provided at no additional cost to the AOC. Nothing in this Agreement shall prevent the Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement on behalf of itself and its future customers.
- 5.2 The AOC shall be the owner of all Type I Materials and shall be entitled to use them without restriction and without compensation to the Contractor other than specifically provided in this Agreement. The Contract shall have no liability or responsibility for use of the Type I Materials by the AOC beyond their specified use as part of the System as provided by the Contractor in accordance with this Agreement. The Contractor may retain one copy of the Type I Materials, but may not, without prior written consent of the AOC, be entitled to use, execute, reproduce, display, perform, distribute (internally or externally) copies of, or prepare derivative works based on Type I Materials or authorize others to do any of the former. The AOC may duplicate, use, and disclose in any manner and for any purpose whatsoever, and allow others to do so, all Type I Materials.
- 5.3 The Contractor agrees that, at all times during the terms of this Agreement and thereafter, the Type I Materials shall be “works for hire” as that term is interpreted

under U.S. copyright law. To the extent that any Type I Materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) to all such Type I Materials created under this Agreement, and will cooperate with the AOC in effectuating and registering any necessary assignments.

5.4 The AOC shall retain full ownership over any materials that it provides to the Contractor under this Agreement.

6. Warranties The Contractor hereby represents and warrants that:

6.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

6.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

6.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

6.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;

7. Patents, Copyrights

7.1 If the Contractor furnishes any design, device, material, process, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to

the original item.

7.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

8. Non-hiring of Employees No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

9. Disputes Any claim regarding the proper interpretation of this agreement shall be submitted, in writing, to the procurement officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board, within 15 days of issuance.

10. Maryland Law The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article 12-204.

11. Amendments Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

12. Non-discrimination in Employment The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

14. Non-availability of Funding If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages.

16. Termination for Convenience The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

17. Delays and Extensions of Time The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

18. Suspension of Work The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-existing Regulations The applicable statutes and regulations of the State of Maryland in effect at the time of this agreement are incorporated in this agreement.

20. Financial Disclosure The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure The Contractor shall comply with the provisions of Title 14 of the Election Law of Maryland which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

22. Retention of Records The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

23. Liability for Loss of Data In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the Department.

24. Cost and Price Certification By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of [*Insert proper date*]. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of [*Insert proper date*] was inaccurate, incomplete, or not current.

25. Subcontracting and Assignment The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interest of the State. The Department shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

26. Indemnification

- 26.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 26.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 26.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist and consult with the AOC in the defense or investigation of any claim, suit, or action made or filed against the AOC as a result of or relating to the Contractor's performance under this Contract.

27. Public Information Act Notice Offerors shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to ' 10-617(d) of the State Government Article, Annotated Code of Maryland, or other law relating to access to public records. Including, Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any part of a proposal the offer may be contacted, as circumstances allow, to express its views on the availability of requested information, however, the final decision on release of any information rests with the Judiciary.

28. Conflict of Interest

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain details-attach additional sheets if necessary):

E. The Contractor agrees that if an actual or potential **conflict of interest** arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the agreement as well as disciplinary action against an employee for whom a conflict exists.

- 29. Notices** All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

State: Susan S. Howells, Executive Director
Procurement and Contract Administration
Maryland Judicial Center
580 Taylor Ave.
Annapolis, Maryland 21401
(410) 260-1410

Contractor:

In Witness Whereof, the parties have signed this Agreement this _____ day of _____, 201__.

Approved for form and legal sufficiency, this ____ day of _____, 201__.

David R. Durfee Jr.
Director of Legal Affairs

Contractor

Signature
Authorized Representative

Date: _____

Reviewed:

Frank Broccolina
State Court Administrator

Date: _____

State of Maryland:

Robert M. Bell, Chief Judge
Court of Appeals

Date: _____

Appendix 2

BID/PROPOSAL AFFIDAVIT

ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE
AND PROCUREMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____and the duly authorized representative of [Contractor]

and that I possess the legal authority to make the Affidavit on behalf of myself and the Contractor for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had a probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of persons] involved, and their current positions and responsibilities with the Contractor]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) been convicted of any criminal violation of a state or federal antitrust statute;

(3) been convicted under the provision of Title 18 of the United States Code for violation of the

Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of proposals or proposals for a public or private contract;

(4) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) been found civilly liable under a state or federal antitrust statute for acts or omission in connection with the submission of proposals or proposals for a public or private contract;

(7) admitted in writing or under oath, during the course of an official investigation or other proceeding, act or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) or the person(s) involved and their current positions and responsibilities with the Contractor, and the status of an debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any or its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the persons(s) involved and their current positions and responsibilities with the Contractor, the grounds for the debarment or suspension, and the details of each person=s involvement in any activity that formed the ground for the debarment or suspension];

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying proposal or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every Contractor that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the Contractor is to receive in the aggregate \$100,000 or more shall, within thirty (30) days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including it=s

agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. By submission of its proposal or offer, the Contractor, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the Contractor shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the Contractor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the Contractor has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about;

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by subsection 2(b), above;

(h) Notify its employees in the statement required by subsection 2(b), above, that as a condition

of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within ten (10) days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of subsection 2(a)-(j), above.

2. If the Contractor is an individual, the individual shall certify and agree as set forth in subsection 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The Contractor named above is a domestic _____, foreign _____, corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name _____

Address _____

(If not applicable, so state)

2. Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessment and Taxation, and the Department of Economic and Employment Development, as applicable and will have all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure the contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above Contractor with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

Appendix 3

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain details-attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential **conflict of interest** arises after the date of this **affidavit**, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____ (Authorized Representative and Affiant)

Appendix 4

CONTRACT AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the (Title) _____,
and the duly authorized representative of
(Contractor) _____, and that I possess the
legal authority to make this Affidavit on behalf of myself and the Contractor for which I am
acting.

2. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a domestic _____
foreign _____ (check one) corporation registered in accordance with the Corporations and
Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed
all its annual reports, together with filing fees, with the Maryland State Department of
Assessments and Taxation, and that the name and address of its resident agent filed with the
State Department of Assessments and Taxation is:

Name: _____
Address: _____

(If not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has arranged
for payment of all taxes due to the State of Maryland and has filed all required returns and
reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation,
and the Employment Security Administration, as applicable, and will have paid all withholding
taxes due to the State of Maryland prior to final settlement.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY
THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

(Date) By: _____
(Affiant)